

**BEFORE THE KANSAS CORPORATION COMMISSION**

In the Matter of the Application of )  
**Level 3 Communications, LLC** )  
for a Certificate of Convenience and )  
Authority to transact the business )  
of an Interexchange Services Provider )  
within the State of Kansas )

Docket No.: 99-L3CC-319-COC

**APPLICATION FOR CERTIFICATE OF AUTHORITY**

Comes now Terrence J. Ferguson of Level 3 Communications, LLC ("Level 3"), a Delaware limited liability company representing its intention to engage in the business of an interexchange service provider in the State of Kansas and making claim that public convenience will be thereby promoted. Concurrent with this application, Level 3 is also filing an application for authority to provide local exchange telecommunications services in Kansas. Said applicant, for purposes of verification and in evidence of fitness to operate, offers the following information in support of the application:

1. Applicant's full, correct name is Level 3 Communications, LLC.
2. Applicant is a limited liability company organized on December 1, 1997, under the laws of Delaware. As a limited liability company, Level 3 is owned by its member company, PKS Information Services, Inc. PKS Information Services, Inc., is the sole member company of Level 3.
3. PKS Information Services, Inc., is in turn wholly owned by Level 3 Communications, Inc.

3. The address and telephone number of Applicant's principal place of business are:

Level 3 Communications, LLC  
1450 Infinite Drive  
Louisville, Colorado 80027  
Telephone: (303) 926-3000  
Facsimile: (303) 926-3400

**STATE CORPORATION COMMISSION**

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Room

Applicant does not have an office within Kansas and has no current plans to establish one in the near future. Level 3's registered agent in the State of Kansas is:

The Corporation Company, Inc.  
5 15 South Kansas Avenue  
Topeka, KS 66603

The following toll free number is available for customer service inquiries:

(877) 4-LEVEL3 ((877) 453-8353).

4. Correspondence or communications pertaining to this Application should be directed to:

Sue E. Weiske  
Fraser Stryker Law Firm  
7581 W. 103rd Ave.  
Westminster, Colorado 8002 1  
Telephone: (303) 635-6904

Questions concerning the ongoing operations of Applicant following certification should be directed to:

Thomas C. Stortz  
Senior Vice President, General Counsel, and Secretary  
Level 3 Communications, LLC  
1450 Infinite Drive  
Louisville, Colorado 80027  
Telephone: (303) 926-3000  
Facsimile: (303) 926-3409

5. Organizational Information: Level 3's officers and directors are as follows:

James Q. Crowe	President, Chief Executive Officer
R. Douglas Bradbury	Executive Vice President, Chief Financial Officer, and Treasurer
Kevin J. O'Hara	Executive Vice President
Thomas C. Stortz	Senior Vice President, General Counsel, and Secretary

Terrence J. Ferguson	Senior Vice President and Special Counsel
Michael R. Frank	Senior Vice President
Neil J. Eckstein	Vice President, Assistant General Counsel, and Assistant Secretary
Matthew J. Johnson	Vice President and Assistant Secretary
Daniel P. Caruso	Senior Vice President
Mike Jones	Senior Vice President

The managers of Level 3 are:

James Q. Crowe  
R. Douglas Bradbury  
Terrence J. Ferguson

Mr. Crowe, Mr. Ferguson, Mr. Frank, and Mr. Johnson may be reached at the following address:

3555 Farnam St.  
Omaha, Nebraska 68131  
Telephone: (402) 536-3624  
Facsimile: (402) 536-3645

Mr. O'Hara, Mr. Caruso, Mr. Bradbury, Mr. Eckstein, Mr. Stortz, and Mr. Jones may be reached at the following address:

1450 Infinite Drive  
Louisville, Colorado 80027  
Telephone: (303) 926-3000  
Facsimile: (303) 926-3400

6. Attached hereto as Exhibit A is a description of Level 3's operations, including services that Level 3 will provide.

7. Level 3 is a limited liability company organized under the laws of Delaware. Attached hereto as Exhibit B is a copy of Level 3's certificate of formation.

8. Attached as Exhibit C is a copy of Level 3's proof of registration with the Kansas Secretary of State.

9. Attached as Exhibit D is a copy of Level 3's proposed interexchange tariff.

WHEREFORE, Level 3 Communications, LLC, respectfully requests that the Kansas Corporation Commission issue a Certificate of Convenience and Authority authorizing Level 3 to provide resold and facilities-based, switched and dedicated intrastate interexchange telecommunications services in the State of Kansas.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Terrence J. Ferguson", is written over a horizontal line.

Terrence J. Ferguson  
Senior Vice President and Special Counsel  
Level 3 Communications, LLC

Dated: October 6, 1998

## **EXHIBITS**

Exhibit A	Description of Operations
Exhibit B	Certificate of Formation
Exhibit C	Proof of Registration with Secretary of State
Exhibit D	Proposed Interexchange Tariff
Oath	

## **Exhibit A**

### **Description of Operations**

Applicant intends to offer intrastate interexchange services to and from all points within Kansas, including, but not limited to, direct-dialed ("1+") service, and inbound and outbound intraLATA services. This will be accomplished through a combination of its own facilities and through the resale of the facilities of other certificated carriers. Applicant's services will be available on a full-time basis, 24 hours a day, seven days a week.

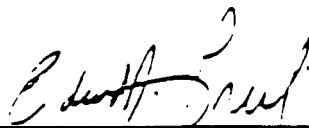
**Exhibit B**

**Certificate of Formation**

,

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE **OF**  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF LIMITED LIABILITY COMPANY OF "LEVEL 3  
COMMUNICATIONS, LLC", PILED IN THIS OFFICE ON THE FIRST DAY OF  
DECEMBER, A.D. 1997, AT 11 O'CLOCK A.M.



  
Edward J. Freel, Secretary of State

2827172 8100

971407141

AUTHENTICATION: 8784499

DATE: 12-02-97



**CERTIFICATE OF FORMATION  
OF  
LEVEL 3 COMMUNICATIONS, LLC**

**I  
NAME**

The ~~name of the company shall~~ be Level 3 Communications, LLC ( "Company" ).

**II  
REGISTERED AGENT AND OFFICE**

The name and address of the Company's registered agent in Delaware is:

The Corporation Trust Company  
Corporation Trust Center  
1209 Orange Street  
Wilmington, DE 19801 (New Castle County)

IN WITNESS WHEREOF, the undersigned authorized person has caused this Certificate of Formation to be executed this 26th day of November, 1997.

PKS INFORMATION SERVICES, INC.

By:   
Title: Director

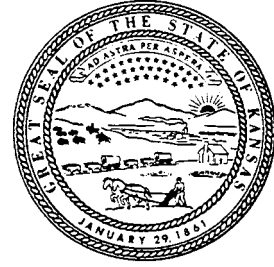
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**Exhibit C**

**Proof of Registration with Secretary of State**

# STATE OF KANSAS

**OFFICE OF  
SECRETARY OF STATE  
RON THORNBURGH**



**To all to whom these presents shall come, Greetings:**

I, RON THORNBURGH, Secretary of State of the State of Kansas, do hereby certify that the attached is a true and correct copy of an original on file and of record in this office.

IN TESTIMONY WHEREOF:

I hereto set my hand and cause to be affixed my official seal. Done at the City of Topeka, this day, February 6, 1998



A handwritten signature in cursive script, reading "Ron Thornburgh".

**RON THORNBURGH  
SECRETARY OF STATE**

2 pages are attached to this certification.

Ron Thornburgh  
Secretary of State



2nd Floor, State Capitol  
300 S.W. 10th Ave.  
Topeka, KS 66612-1594  
(785) 296-4564

February 06, 1998

## STATE OF KANSAS

THE CORPORATION COMPANY, INC.

RE: LEVEL 3 COMMUNICATIONS, LLC

ID. # 2574994 (USE IN ALL CORRESPONDENCE WITH OUR OFFICE)

Enclosed is a certified copy of your application for registration as a foreign limited liability company to do business in Kansas. Your limited liability company's identification number is at the top of this page. It should be used in all correspondence with this office.

Every limited liability company authorized to do business in Kansas must file an annual report with this office showing the limited liability company's financial condition on the last day of its tax period. If your limited liability company operates on a tax period other than the calendar year, you must notify our office in writing prior to December 31.

If a limited liability company has not been doing business in Kansas six months prior to its first tax year end, a report is not required for that year.

The annual report shall be filed when your limited liability company files its Kansas income tax return. If your limited liability company applies to the Internal Revenue Service for an extension of its deadline for filing its income tax return, a copy of the IRS extension form must be received in this office within 90 days after the annual report is due.

cjh

Secretary of State/Corporations Division **Form FL**

# Limited Liability Company

Pursuant to the provisions of the Kansas Limited Liability Company Act, the undersigned limited liability company hereby applies for a **Certificate** of Authority to **transact** business in the State of Kansas, and for that purpose submits the following statement:

**FIRST:** The name of the LLC is Level 3 Communications, LLC

**SECOND:** This LLC is organized under the laws of Delaware

**THIRD:** The date of its organization was December 1, 1997

**FOURTH:** The date on which the foreign LLC first did, or intends to do business in Kansas is October 1, 1998

**FIFTH:** The nature of business or purposes to be conducted in the state of Kansas is Communications and related services, and any other activities permitted by law.

**SIXTH:** The address of the registered office in Kansas is c/o THE CORPORATION COMPANY, INC.,  
515 So. Kansas Avenue, Topeka, Kansas 66603

and the name of its resident agent in Kansas at that address is THE CORPORATION COMPANY, INC.,

**SEVENTH:** The address of its principal office in the jurisdiction under the laws of which it is organized is 3555 Farnam Street, Omaha, NE 68131

**EIGHTH:** If management vests with the members, name and address of each member:

If management vests with managers, name and address of each manager:  
James Q. Crowe, 3555 Farnam Street, Omaha, NE 68131

R. Douglas Bradbury, 3555 Farnam Street, Omaha, NE 68131

Terrence J. Ferguson; 3555 Farnam Street, Omaha, NE 68131

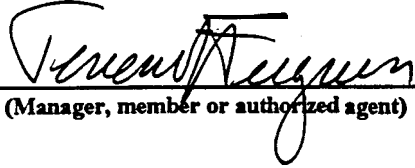
(If additional space is necessary, please attach another page)

Level 3 Communications, LLC

Exact LLC name of Company making this application

I declare under penalty of **perjury that** the **foregoing** document is true and correct.

By



(Manager, member or authorized agent) Terrence J. Ferguson

Date: January 29, , 19 98

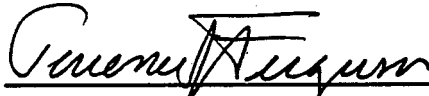
## Irrevocable Consent

*Know all Men by these Presents:*

**That** Level 3 Communications, LLC

a limited liability company organized under the laws of the state of Delaware, hereby consents, without power of **revocation**, that actions may be commenced against it in the proper court of any county in the state of Kansas where there is proper **venue** by **service** of process on the Secretary of State of the State of Kansas; and the limited liability company stipulates and agrees that such service shall be taken and held in all courts to be as valid and binding as if due service had been made upon the members of the limited liability company.

IN WITNESS WHEREOF, Said limited liability **company** has caused **these** presents to be executed by its manager or member this 29th day of January, A.D. 19 98.



Signature of Manager or Member (circled one) EXACTLY as shown on application

Terrence J. Ferguson

**THIS APPLICATION MUST BE ACCOMPANIED BY A CERTIFICATE OF GOOD STANDING ISSUED BY THE JURISDICTION OF ITS ORGANIZATION AND DATED WITHIN NINETY (90) DAYS OF THE FILING OF THIS APPLICATION. THE APPLICATION MUST ALSO BE SUBMITTED IN DUPLICATE, ALONG WITH THE \$150 FILING FEE.**

Mail to:  
Secretary of State  
2nd Floor, State Capitol  
Topeka, KS 6661201594  
(913) 296-4564

**Exhibit D**

**Proposed Interexchange Tariff**

**LEVEL 3 COMMUNICATIONS, LLC**  
3555 Farnam Street  
Omaha, Nebraska 68131

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KANSAS S.C.C. TARIFF NO. 2  
Original Title Page

TARIFF SCHEDULE APPLICABLE TO  
INTEREXCHANGE SERVICES  
WITHIN THE STATE OF KANSAS  
BY  
LEVEL 3 COMMUNICATIONS, LLC

Issued by:

Terrence J. Ferguson  
Senior Vice President and General Counsel  
Level 3 Communications, LLC  
3555 Farnam Street  
Omaha, Nebraska 68131  
(402) 536-3677

---

ISSUED: November 2, 1998

EFFECTIVE:

Issued By: Terrence J. Ferguson, Senior Vice President and General Counsel



**LEVEL 3 COMMUNICATIONS, LLC**  
3555 Farnam Street  
Omaha, Nebraska 68131

KANSAS S.C.C. TARIFF NO. 2  
Original Page No. 1

**INTEREXCHANGE SERVICES**

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**CHECK SHEET**

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Current pages in this tariff are as follows:

<b>Page</b>	<b><u>Revision</u></b>	<b>Page</b>	<b><u>Revision</u></b>
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
8	Original	34	Original
9	Original	35	Original
10	Original	36	Original
11	Original	37	Original
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26	Original		

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INTEREXCHANGE SERVICES

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below.

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rules or conditions.
- (N) To signify new materials including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule or condition.

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APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to intrastate services provided by Company to business customers for telecommunications between points within the State. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff-

The rates and regulations contained in this Tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

The Customer is entitled to limit the use of Company's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Company.

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INTEREXCHANGE SERVICES

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**SECTION 1 - DEFINITION OF TERMS**

Certain terms used generally throughout this tariff for Communications Service of this Company are defined below.

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm or corporation which is authorized by the Customer or Joint User to be connected to the service of the Customer or Joint User, respectively.

Bit: The smallest unit of information in the binary system of notation.

Commission: Kansas State Corporation Commission.

Company: Level 3 Communications, LLC, the issuer of this tariff.

Customer: The person, firm or corporation which purchases service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

End Office: The term "end office" denotes the switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a Joint User arrangement as specified in the Company's tariff.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Major Service Interruption: An interruption of Customer service due to the Company's negligence or due to its noncompliance with the provisions of this tariff.

Premises: The space occupied by a Customer, Authorized User or Joint User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

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**SECTION 1 - DEFINITION OF TERMS. (CONT'D)**

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Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Company Services submitted by the Customer in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of the Company, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Transmission: The sending of electrical or optical signals over a line to a destination.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided to the Customer under a Level 3 Communications, L.L.C. tariff.

INTEREXCHANGE SERVICES

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**SECTION 2 - UNDERTAKING OF THE COMPANY**

2.1 General

- 2.1.1 The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- 2.1.2 Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for its unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own services, or to communicate with such entity's own customers.
- 2.1.3 The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.2 Description of Service

Level 3 Communications, LLC Service consists of any of the business services offered pursuant to this tariff, either individually or in combination. Each business service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities or in combination with transmission facilities provided by other certificated carriers.

2.3 Application for Service

Customers desiring to obtain Level 3 Communications, LLC Service must complete the Company's standard service order form(s).

2.4 Shortage of Equipment or Facilities

- 2.4.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control, on a nondiscriminatory basis.
- 2.4.2 The furnishing of service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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INTEREXCHANGE SERVICES

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

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2.5 Terms and Conditions

- 2.5.1 Service shall be provided on the basis of a minimum period of at least one (1) year.
- 2.5.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.5.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.5.4 In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.5.5 The tariffs of the Company shall be interpreted and governed by the laws of the State of Kansas without regard for its choice of laws provision.

2.6 Liability of the Company

- 2.6.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to **furnish** the service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 9.0, following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or User as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company, Company's employees or agents.
- 2.6.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department,

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ISSUED: November 2, 1998

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INTEREXCHANGE SERVICES

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

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agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

- 2.6.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the services the Company offers.
- 2.6.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer or User-provided equipment or facilities.
- 2.6.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.
- 2.6.6 The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- 2.6.7 The Company is not liable for any defacement of or damage to Customer or User premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.6.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered, or as required by Kansas Law.
- 2.6.9 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.6.10 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays

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ISSUED: November 2, 1998

EFFECTIVE:

Issued By: Terrence J. Ferguson, Senior Vice President and General Counsel

INTEREXCHANGE SERVICES

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

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shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

2.6.11 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

**2.6.12 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ITS TARIFFS.**

2.6.13 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Level 3 Communications, LLC.

2.7 Notification of Service-Affecting Activities

To the extent possible, the Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.8 Provision of Equipment and Facilities

2.8.1 All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.

2.8.2 The Company may undertake to use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff.

2.8.3 The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, Joint User, or Authorized

INTEREXCHANGE SERVICES

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

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User may not, nor may they permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

- 2.8.4 Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.
- 2.8.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, Joint User, or Authorized User when the service difficulty or trouble report results from the use of equipment or facilities the Customer, Joint User, or Authorized User provided.
- 2.8.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:
- 2.8.6.1 The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- 2.8.6.2 The reception of signals by Customer provided equipment. The Customer, Authorized User, or Joint User is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete **manufacturer's** specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective, equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.8.7 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Level 3 Communications, LLC services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

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**INTEREXCHANGE SERVICES**

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

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2.8.8 Level 3 Communications, LLC may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

2.9 Nonroutine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours and/or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.10 Ownership of Facilities

Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

2.11 Optional Rates and Information Provided to the Public

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address. If required by the Kansas State Corporation Commission, the Company will cause to have published a notice of its intention to charge its rates, tolls, charges, rules and regulations in one or more newspapers in circulation in the affected area.

2.12 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

2.13 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be

INTEREXCHANGE SERVICES

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

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required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

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**SECTION 3 - OBLIGATIONS OF THE CUSTOMER**

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3.1 General

The Customer shall be responsible for:

- 3.1.1 the payment of all applicable charges pursuant to the tariffs of the Company;
- 3.1.2 damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 3.1.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 3.1.4 any and all costs associated with obtaining and maintaining of the rights-of-way **from** the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 3.1.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company;
- 3.1.6 the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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**SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)**

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- 3.1.7 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under section 3.1.4; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 3.1.8 not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 3.1.9 making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

**3.2 Prohibited Uses**

- 3.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 3.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 3.2.3 The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.
- 3.2.4 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 3.2.5 A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

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**SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)**

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3.2.6 Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.

3.2.7 A Customer, Joint User, or Authorized User shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

3.3 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

3.3.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or their employees, agents, representatives or invitees;

3.3.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or

3.3.3 any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

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**SECTION 4 - PAYMENT ARRANGEMENTS**

4.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold or shared with other persons.

4.2 Billing and Collection of Charges

4.2.1 Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

4.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.

4.2.3 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.

4.2.4 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

4.2.5 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

4.2.6 With respect to Business Customers only, if any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a monthly late factor of 1.5%.

4.2.7 For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, a \$25.00 fee will be assessed per check returned.

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**SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)**

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4.3 Advance Payments

- 4.3.1 The Company will not require advance payment before services and facilities are furnished.
- 4.3.2 A customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

4.4 Deposits

- 4.4.1 The Company may, in order to safeguard its interests, require an applicant to make a suitable deposit to be held by the Company as a guarantee of the payment of charges.
- 4.4.2 A deposit will be required under the following conditions:
  - 4.4.2.1 Applicant does not have verifiable credit with any Level 3 Communications, LLC **affiliate** anywhere within the region in the same of similar business; or
  - 4.4.2.2 Applicant has had previous verifiable Service with any Level 3 Communications, LLC **affiliate** anywhere within the region but has an outstanding and unpaid bill for Service; or has not established satisfactory credit. Satisfactory credit for an Service customer is defined as twelve consecutive months of service without a suspension of service for nonpayment or with no more than one notification of intent to suspend service for nonpayment.
  - 4.4.2.3 Applicant for nonresidential service will be given credit for previous nonresidential service only if the applicant is same business entity to which such service was previously provided.
- 4.4.3 An initial deposit or an additional deposit will be required of an existing customer when high risk is indicated and existing security is insufficient. Such requirement will be imposed when a payment history includes a suspension of service for nonpayment during the previous twelve month period.
- 4.4.4 The Company reserves the right to provide for installment payment of the deposit if the circumstances warrant.

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**SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)**

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- 4.4.5 Any deposit required of an existing Customer is due and payable within ten days after the requirement is imposed. This requirement shall be in writing and the payment date shall be on or after the due and payable date for the current bill. If said deposit or installment thereof, as appropriate, is not paid within the aforementioned time frame, the Company may suspend service of the Customer without further notice. The following are exceptions to this provision:
- 4.4.5.1 In the event service is suspended for a Customer for nonpayment, an initial or additional deposit shall be required prior to the restoration of service if existing security is insufficient.
- 4.4.5.2 In the event prior indebtedness or prior unsatisfactory credit has been determined subsequent to the initial establishment of service due to misrepresentation of the facts by the Customer, a deposit shall be due and payable within five days upon verbal notification and written confirmation or within ten days when notification can only be provided in writing. The ten day period shall be measured from the mailed date of the written notice. If said deposit is not paid within the aforementioned time frame, the Company may suspend service to the Customer without further notice.
- 4.4.6 The amount of the deposit shall be the estimated charges for the Service which will accrue for a 2-month period. All applicants and existing Customers shall be treated uniformly for the determination and application of deposits.
- 4.4.7 When it is determined that a deposit is required under the conditions specified above, the applicant or Customer may, in lieu of or in addition to making the deposit, arrange for an acceptable third party to guarantee payment of his charges by executing on his behalf a Guarantee of Payment Agreement with the Company. An acceptable third party guarantor for Service is a current non residential customer with at least two years continuous service, whose payment history for the most recent twelve month period is satisfactory.
- 4.4.8 The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to advance payments, or the prompt payment of bills on presentation.
- 4.4.9 The deposit will bear simple interest computed from the date of its receipt by the Company to the date the deposit is refunded, or service is terminated, or annually upon request of the Customer. In the event that a deposit is retained during time periods having different rates of interest, the interest accrued on the deposit will be calculated using the interest rate applicable to each time period.
- 4.4.10 When the Customer is a candidate for political office or is a person or organization acting on behalf of a candidate for political office the deposit requirement will be adjusted

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## INTEREXCHANGE SERVICES

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**SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)**

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monthly to reflect twice the current month's actual billing. Under these circumstances, a security, i.e., surety bond or bank letter of credit equal to the Company's deposit requirement will be the only acceptable substitutes for a cash deposit.

4.4.11 The applicable interest rate for January 1, 1997 through December 31, 1998 is 4%.

4.4.12 When service is terminated, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer's account and any credit balance which may remain will be refunded. After an existing customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or at the option of the Customer, refunded. Satisfactory credit for a Customer is defined as twelve consecutive months of Service without suspension for nonpayment and with no more than one notification of intent to suspend service for nonpayment.

4.5 Discontinuance of Service

4.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days prior written notice to the Customer, discontinue or suspend service without incurring any liability.

4.5.2 Upon violation of any of the other material terms or conditions for **furnishing** service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

4.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

4.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately require a deposit without incurring any liability.

4.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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**SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)**

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4.5.6 Upon the Company's discontinuance of service to the Customer under paragraphs 4.5.1 or 4.5.2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during, the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent (6%)).

4.5.7 Any Customer or Applicant for Service requesting the opportunity to dispute any action or determination of company under the Commission's Customer Service Rules shall be given an opportunity for a supervisory review by the Company immediately following Customer's request for such review. Service will not be disconnected pending completion of the review.

4.6 Cancellation of Application for Service

4.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

4.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent (6%)).

4.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

4.6.4 The special charges described in paragraphs 4.6.1 through 4.6.3, above, will be calculated and applied on a case-by-case basis.

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**SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)**

4.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

4.8 Taxes

The Customer is responsible for the payment of Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those customers residing in the affected jurisdictions. All such taxes, fees, and charges shall be separately designated on the Company% invoices, and are not included in the tariffed rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

4.9 Disputed Bills

The Customer may dispute a bill only by written notice to the Company. Unless such notice is received in a timely fashion, the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission.

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INTEREXCHANGE SERVICES

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**SECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS**

5.1 Resale and Sharinn

Any service provided under the Company tariffs may be resold to or shared with other persons at the option of Customer, except as provided in 5.3, following. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Business rates apply to all service that is resold or shared.

5.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. Level 3 Communications, LLC will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each Joint User shall be responsible for the payment of the charges billed to it.

5.3 Transfers and Assignments

5.3.1 Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party and any appropriate authorizations, if necessary, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

5.3.2 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a Major Service Interruption, Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in Section 4.0, preceding: all costs, fees and expenses reasonably incurred in connection with:

5.3.2.1 All Nonrecurring charges as specified in the Company's tariffs, plus

5.3.2.2 Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus

5.3.2.3 All Recurring Charges specified in the applicable Company tariff for the balance of the then current term.

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**LEVEL 3 COMMUNICATIONS, LLC**  
3 5 5 5 Farnam Street  
Omaha, Nebraska 68131

KANSAS S.C.C. TARIFF NO. 2  
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**SECTION 6 - CANCELLATION OF SERVICE**

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**SECTION 7 - NOTICES AND COMMUNICATIONS**

- 7.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 7.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 7.3 All notices or other communications required to be given pursuant to the tariffs of the Company will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 7.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 8 - CUSTOMER EQUIPMENT AND CHANNELS**

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8.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in the tariffs of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication.

8.2 Station Equipment

82.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.

82.2 The Customer is responsible for ensuring that Customer-provided equipment **connected** to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

82.3 Customer provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.

82.4 The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

8.3 Interconnection of Facilities

8.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

8.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and

INTEREXCHANGE SERVICES

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**SECTION 8 – CUSTOMER EQUIPMENT AND CHANNELS (CONT'D)**

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conditions of the tariffs of the other communications carriers which are applicable to such connections.

- 8.3.3 Facilities furnished under the tariffs of the Company may be connected to customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User provided wiring shall be installed and maintained in compliance with those regulations.

8.4 Tests and Adjustments

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

8.5. Inspections

- 8.5.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in Section 2.8 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 8.5.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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**SECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

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**9.1**     General

- 9.1.1     Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or of an authorized or Joint User, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- 9.1.2     A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit is interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 9.1.3     For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 9.1.4     A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

**9.2**     Interruptions of 16 Hours or Less

<u>9.2.1</u> <u>Length of Service Interruption</u>	<u>Credit</u>
-Less than 1 hour	None
-1 hour up to but not including 8 hours	1/4 of day
-8 hours up to but not including 12 hours	1/2 of day
- 12 hours up to but not including 16 hours	3/4 of day
-16 hours up to but not including 24 hours	one day

- 9.2**     Two or more service interruptions of the same type to the same line/equipment of two (2) hours or more during any one twenty-four (24) hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line/equipment in any twenty-four (24) hour period.

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INTEREXCHANGE SERVICES

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**SECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)**

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- 9.3**     Interruptions Over 24 Hours. Interruptions over 24 hours will be credited 1/24 day for each 1-hour period or fraction thereof up to a maximum of 8 hours. Interruptions in excess of 8 hours will be credited as one day. No more than one full day's credit will be allowed for any period of 24 hours.
- 9.4**     No credit allowance will be made for:
- 9.4.1     interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company;
  - 9.4.2     interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
  - 9.4.3     interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, Authorized User, Joint User, or other common carrier providing service connected to the services or facilities of the Company;
  - 9.4.4     interruptions of service during any period in which the Company is not given **full** and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
  - 9.4.5     interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
  - 9.4.6     interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
  - 9.4.7     interruption of service due to circumstances or causes beyond the control of the Company; and
  - 9.4.8     interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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**SECTION 10 - APPLICATION OF RATES**

10.1 Distance-Based Charges

10.1.1 Distance between two points is measured as airline distance between two Points of Service.

10.1.2 The airline distance between any two Points of Service is determined as follows:

- A. Obtain the vertical and horizontal coordinates for each Point of Service location.
- B. Compute the difference between the vertical coordinates of the two Points of Service; and compute the difference between the two horizontal coordinates.
- C. Square each difference between the vertical coordinates and the horizontal coordinates.
- D. Add the square of the vertical coordinates difference and the square of the horizontal coordinates difference.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained. For example: 
$$\frac{(V2 - V1)^2 + (H2 - H1)^2}{10}$$
- F. Take the square root of the result.

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**SECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS**

11.1 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- 11.1.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 11.1.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 11.1.3 over a route other than that which the Company would normally utilize in the furnishing of its services;
- 11.1.4 in a quantity greater than that which the Company would normally construct;
- 11.1.5 on an expedited basis;
- 11.1.6 on a temporary basis until permanent facilities are available;
- 11.1.7 involving abnormal costs; or
- 11.1.8 in advance of its normal construction.

11.2 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

11.3 Basis for Cost Computation

The costs referred to in Section 11.2 preceding may include one or more of the following items to the extent they are applicable:

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**SECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (CONT'D)**

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11.3.1 installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:

- 11.3.1.1 equipment and materials provided or used,
- 11.3.1.2 engineering, labor and supervision,
- 11.3.1.3 transportation,
- 11.3.1.4 rights of way, and
- 11.3.1.5 any other item chargeable to the capital account;

11.3.2 annual charges including the following:

- 11.3.2.1 cost of maintenance;
- 11.3.2.2 depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 11.3.2.3 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 11.3.2.4 any other identifiable costs related to the facilities provided; and
- 11.3.2.5 an amount for return and contingencies.

11.4 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

11.4.1 The maximum termination liability is equal to the total cost of the special facility as determined under 11.3, preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.

11.4.2 The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired

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**SECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (CONT'D)**

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term of service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

11.5 Term

The minimum term for any Level 3 Communications, LLC service shall not be less than one (1) year, unless otherwise agreed to by the Company. The Customer and Company may agree to longer minimum terms for particular services.

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**SECTION 12 - TEMPORARY PROMOTIONAL PROGRAMS**

The Company may establish temporary promotional programs to introduce present or potential customers to a service not previously received by Customers. During specific promotional periods, an offer may be made to reduce nonrecurring charges on a nondiscriminatory basis, up to the full amount, for optional products and services. Unless, specifically approved elsewhere, this offer will not apply to single basic exchange access lines. Written notice of such findings will be provided to the staff of the Commission for approval prior to the date upon which the offer is to commence.

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INTEREXCHANGE SERVICES

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**SECTION 13 – PRODUCT DESCRIPTION AND RATES**13.1 Description of Services

Carrier provides interexchange telecommunications services. Calls are rated based on the duration of the call. In addition, a monthly recurring charge may apply. Unless otherwise indicated, rates are identified in this tariff as per minute rates.

13.2 Usage Rates

Unless otherwise indicated herein, all calls are billed in one minute initial and one minute additional billing increments.

13.3 Rate Schedules

This section sets forth the rates and charges applicable to Carrier's service offerings.

13.3.1 Message Telecommunications Services

Message Telecommunications Services ("MTS") consist of the furnishing of outbound message telephone service between telephone stations located within the state. MTS is available on both a switched and dedicated basis.

A. 1+Long Distance Telecommunications Services

Rate per minute:       \$0.11

13.3.2 800 Service

800 Service is an inbound-only service in which callers located within the State may place toll-free calls to a telephone in the 800 area code assigned to the Customer. 800 Service is available on both a switched and dedicated basis.

A. Rate Plan

Rate per minute:       \$0.11

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**SECTION 13 – PRODUCT DESCRIPTION AND RATES (Cont'd)**

13.4 Individual Case Basis (ICB) Arrangements

For special situations, rates for interexchange services will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer. Notices of such contracts, if required, will be submitted to the Kansas S.C.C. pursuant to Commission Rules.

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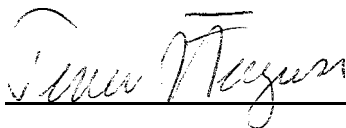
EFFECTIVE:

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**Oath**

State of Nebraska, Douglas County, ss.

Terrence J. Ferguson, being duly sworn, deposes and says that he is the Senior Vice President and Special Counsel of Level 3 Communications, LLC, and that the facts set forth in the foregoing report have been prepared under his direction, from the original books, papers, and records of said company, that he has examined same, and declares same to be true and correct to the best of his knowledge and belief. Further, that applicant has full knowledge of the State Corporation Commission's jurisdiction affecting providers of interexchange services and will comply with the applicable requirements of this Commission.

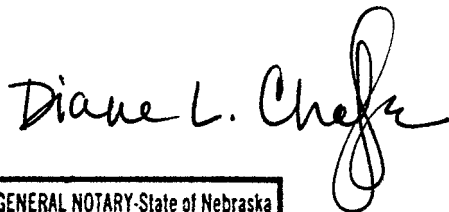


Terrence J. Ferguson  
Senior Vice President and Special Counsel  
Level 3 Communications, LLC

Subscribed and sworn to before me, this 16<sup>th</sup> day 9 of October 8.

My commission expires: March 11, 2000, ~~1998~~.

Notary Public



seal:

